

**U. S. ARMY  
SECURITY ASSISTANCE COMMAND**



**AFGE LOCAL 2004**

**LABOR/MANAGEMENT  
PARTNERSHIP AGREEMENT**

**APRIL 1996**

## TABLE OF CONTENTS

PREAMBLE . . . . .	1
VISION STATEMENT . . . . .	1
PARTNERSHIP PRINCIPLES . . . . .	1
GOOD GOVERNMENT STANDARD . . . . .	2
 ARTICLE 1 RECOGNITION AND UNIT DESIGNATION . . . . .	 1-1
 ARTICLE 2 RIGHTS AND OBLIGATIONS . . . . .	 2-1
SECTION 1. Employee Rights and Obligations . . . . .	2-1
SECTION 2. Employer Rights and Obligations . . . . .	2-1
SECTION 3. Union Rights and Obligations . . . . .	2-2
SECTION 4. Good Faith Negotiations . . . . .	2-4
SECTION 5. Union Representation . . . . .	2-5
 ARTICLE 3 ADMINISTRATION . . . . .	 3-1
SECTION 1. Precedence of Law and Regulations . . . . .	3-1
SECTION 2. Publicizing the Agreement . . . . .	3-1
SECTION 3. Duration and Amendment of Agreement . . . . .	3-1
SECTION 4. Impasse . . . . .	3-2
SECTION 5. Past Practices . . . . .	3-2
SECTION 6. Union Facilities . . . . .	3-2
SECTION 7. Allotments for Payment of Union Dues . . . . .	3-3
 ARTICLE 4 HOURS OF DUTY . . . . .	 4-1
SECTION 1. Standard Hours . . . . .	4-1
SECTION 2. Alternate Work Schedules . . . . .	4-1
SECTION 3. General Provisions . . . . .	4-2
SECTION 4. Overtime/Compensatory Time . . . . .	4-4
 ARTICLE 5 LEAVE . . . . .	 5-1
SECTION 1. Annual Leave . . . . .	5-1
SECTION 2. Sick Leave . . . . .	5-2
SECTION 3. Injuries and Illnesses at Work . . . . .	5-4
SECTION 4. Other Leave . . . . .	5-5
SECTION 5. Holiday Leave. . . . .	5-6
SECTION 6. Emergency Closure . . . . .	5-6
 ARTICLE 6 EMPLOYEE SERVICES. . . . .	 6-1
SECTION 1. Equal Employment Opportunity . . . . .	6-1
SECTION 2. Counseling Services. . . . .	6-1

## TABLE OF CONTENTS (Continued)

SECTION 3.	Sexual Harassment . . . . .	6-2
SECTION 4.	Anti-violence . . . . .	6-4
SECTION 5.	Smoking . . . . .	6-4
ARTICLE 7	PERSONNEL . . . . .	7-1
SECTION 1.	Promotions . . . . .	7-1
SECTION 2.	Details . . . . .	7-2
SECTION 3.	Training and Employee Development . . . . .	7-3
SECTION 4.	Performance Appraisals . . . . .	7-4
SECTION 5.	Personnel Record Systems . . . . .	7-5
SECTION 6.	Reduction-In-Force/Transfer of Function . . . . .	7-6
SECTION 7.	Position Classification Appeals . . . . .	7-7
ARTICLE 8	DISCIPLINE/GRIEVANCE RESOLUTION PROCESS . . . . .	8-1
SECTION 1.	Disciplinary Action . . . . .	8-1
SECTION 2.	Problem/Grievance Resolution . . . . .	8-1
ARTICLE 9	SAFETY AND HEALTH . . . . .	9-1
ARTICLE 10	DRESS CODE . . . . .	10-1
ARTICLE 11	SELF DIRECTED WORK TEAMS . . . . .	11-1
APPENDIX A.	GLOSSARY . . . . .	A-1
INDEX		

## **LABOR/MANAGEMENT PARTNERSHIP AGREEMENT (Feb 96)**

### **PREAMBLE**

This Agreement was constructed and entered into by and between the U.S. Army Security Assistance Command (USASAC), New Cumberland, Pennsylvania, referred to as the "Employer" and Local 2004, American Federation of Government Employees (AFL-CIO), referred to as the "Union." The agreement will be executed per the provisions of Civil Service Reform Act of 1978, Executive Order 12871 and subject to applicable statutes and regulations issued by the Office of Personnel Management (OPM), the Department of Defense (DoD) and higher echelons within the Department of the Army (DA).

The concept of "partnership" is advanced and extended to the Employer's work force through this labor/management agreement. The Union and Employer's vision, principles and good government standard provide guidance for the future direction of labor/management relations in the Command.

### **VISION STATEMENT**

Labor and Management's common vision is to achieve a Partnership supporting the "good government" objectives of the National Performance Review to achieve ever higher quality mission performance, customer service and quality work life for all employees. An effective Labor/Management Partnership is essential to the organization's success.

This agreement is a framework supporting the partnership and the labor/management vision. The agreement provides a basis for how the organization will conduct labor/management relations representing all constructive interests, including the legal rights of the Union to represent employees and management to represent the Employer, all for the common good of USASAC'S mission and people.

### **PARTNERSHIP PRINCIPLES**

The partnership is supported by a Partnership Council, chartered by the Union President and Chief of Staff. The partnership is guided by five principles, as defined by the National Partnership Council:

a. The federal work force is valued as a full partner in substantive as well as procedural decision making. This means

that unions and agencies work together as partners to transform the way organizations are structured, work is performed, and services are delivered.

b. Problems are identified and resolved through consensual rather than adversarial methods.

c. Collective bargaining promotes the public interest. It promotes partners' and employees' ability to deliver high-value goods and services to the public and fosters federal organizations' shared values through innovative approaches.

d. Dispute resolution processes are fair, simple, determinative, fast and inexpensive.

e. Union effectiveness is one of the cornerstones of the productive workplace partnership.

#### **GOOD GOVERNMENT STANDARD**

In addition, the "Good Government Standard" has been adopted to govern the partnership relationship:

The elements of the good government standard are the promotion of increased quality and productivity, customer service, mission accomplishment, efficiency, quality of work life, employee empowerment, organizational performance, and military readiness.

## ARTICLE 1

### RECOGNITION AND UNIT DESIGNATION

The Employer recognizes the Union as the exclusive representative of all employees in the bargaining unit. The bargaining unit includes all non-professional wage grade and class act employees, except for management officials and supervisors, of the U.S. Army Security Assistance Command located at New Cumberland, Pennsylvania.

## **ARTICLE 2**

### **RIGHTS AND OBLIGATIONS**

#### **SECTION 1. Employee Rights and Obligations**

a. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such rights from interference by the Employer. Such rights include the right:

(1) to act for a labor organization as a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and

(2) to engage in collective bargaining concerning negotiable issues through their union representatives.

b. Employee rights do not extend to participation in the management of or acting as a representative for the Union by a supervisor except as provided in the Civil Service Reform Act of 1978 or by an employee when the participation or activity would result in a conflict of interest or otherwise be incompatible with the official duties of the employee.

c. Employees are obligated to be courteous, professional, responsible for own actions, and to ensure that their daily conduct is in full compliance with standards of conduct.

#### **SECTION 2. Employer Rights and Obligations**

a. Management officials retain the right, subject to Section 2.b., and in accordance with applicable laws and regulations,

(1) to determine the mission, budget, organization, number of employees and internal security practices of the Command; and

(2) to hire, assign, direct, layoff and retain employees in the Command or to suspend, remove, reduce in grade or pay or take other disciplinary action against such employees;

(3) to assign work, to make determinations with respect to contracting out and to determine the personnel by which the Command's operations shall be conducted;

(4) to make selections for appointments;

(5) to take whatever actions may be necessary to carry out the Command's mission during emergencies.

b. Nothing in this Article shall preclude the Employer and Union from negotiating:

(1) to meet the full intent of current and future laws on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods and means of performing work;

(2) procedures which management officials of the agency will observe in exercising any authority under this Article, or

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by management officials.

c. Management is obligated to provide the Union notification when changes are made which impact personnel matters, working conditions or other negotiable issues. Notification must include what management intends to do and when it intends to do it reasonably in advance of the intended change.

d. The Employer will meet, confer, discuss and, if appropriate within law and regulations, negotiate with the Union the implementation of changes to policies, practices and procedures that impact upon negotiable issues. This practice is commonly referred to as Impact and Implementation bargaining.

e. The Employer will lead the effort to foster partnership principles within the Command.

### **SECTION 3. Union Rights and Obligations**

a. The Union, as the exclusive representative, is entitled to act for and to negotiate agreements covering all Unit employees defined in Article 1.



b. The Union is responsible for the representation of the interests of all unit employees without discrimination and without regard to Union membership.

c. To have access to all sources of written personnel policies, practices and procedures.

d. The Union agrees to meet, confer, discuss and, if appropriate within law and regulations, negotiate with the Employer the implementation of changes to policies, practices and procedures that impact upon negotiable issues. This practice is commonly referred to as Impact and Implementation bargaining.

e. No Union representative shall be denied any right or privilege, to which otherwise entitled. Performance appraisals of Union officials will be based only upon mission work performed during work hours available.

f. Union officials will be given official time for Union sponsored training that relates to contract administration and employee representation. Forty hours per Union official per year will be authorized. Total training will not exceed 280 hours per calendar year. The Union may designate one Union official for more than 40 hours of training per year just as long as that official does not exceed 80 hours per year or the Unit maximum of 280 hours has not been exceeded.

g. The Union may designate representatives to participate in Union activities necessitating a leave of absence. Upon written notification to the Employer by the Union, such employees may be granted annual leave, credit hour leave, leave without pay, or may be allowed to make up the time provided he/she can be spared without undue interruption to the operation of the organizational element in which he/she is employed. Make-up time must be on same day as used and employee cannot exceed a 12-hour workday including the make-up time.

h. Union officials will report all duty hours spent engaged in Labor-Management business on Labor and Production Reports.

i. Bargaining unit members are authorized to use payroll deduction procedures for Union dues.

j. Union obligations extend to the following:

(1) The Employer will be informed of any problem

within the bargaining unit and under the Employer's control prior to it being presented to higher authority by the Union.

(2) Appropriate Union officials may receive and investigate complaints, but shall not solicit complaints, grievances or appeals of employees in the unit.

(3) The Union agrees that when comments are solicited by the Employer, the Union will provide their comments by the requested date so as to allow the Employer to accomplish necessary actions without undue delay.

#### **SECTION 4. Good Faith Negotiations.**

a. Management and Union are obligated to negotiate in good faith by diligent and serious exchange of information and views and by avoiding unnecessary protracted negotiations. Obligations on both parties extend to the following:

(1) To approach negotiations with a sincere resolve to reach a consensus agreement.

(2) To be represented at negotiations by a duly authorized representative who is prepared to negotiate.

(3) To meet at reasonable times and convenient locations as necessary to avoid undue delay.

(4) To furnish required data not prohibited by law.

(5) To implement negotiated agreements.

b. The Employer, Employees and Union are obligated to approach labor/management relations in the partnership spirit defined by Executive Order 12871 through:

(1) Full involvement in a Partnership Council operated in accordance with a charter and principles agreement.

(2) Utilization of alternate dispute resolution and Interest Based Bargaining Techniques.

(3) Negotiation where authorized.

(4) Development of progress evaluation systems.

## SECTION 5. Union Representation.

a. The Union will be represented by the following positions as authorized by bargaining unit status of the AFGE Local 2004: Vice-President and Stewards. Stewards will be determined by the President. The Union Vice-President will be elected by bargaining unit Union members.

b. Union representatives will be allowed reasonable amounts of time to confer with management on Unit issues and to receive and investigate inquiries, complaints and grievances of employees. Union representatives will inform their supervisor when they will be conducting Union business.

c. The Union President will supply the Employer with the names of union representatives.

d. As the exclusive representative, the Union will be given the opportunity to be represented at:

(1) Any formal discussion between one or more representatives of the Employer and one or more employees in the Unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment, or

(2) Any examination of a Unit employee by an Employer representative in connection with an investigation if -

(a) the employee reasonably believes that the examination may result in disciplinary action against the employee, and

(b) the employee requests representation.

## **ARTICLE 3**

### **ADMINISTRATION**

#### **SECTION 1. Precedence of Law and Regulations**

The Employer and the Union will be governed by existing and future laws and the regulations/policies of governing authorities in the administration of this agreement. If either party recognizes a legal or regulatory conflict, notification will be made to the other party and resolution negotiations will be conducted.

#### **SECTION 2. Publicizing the Agreement**

The Employer agrees to inform all new employees of the existence of the Union. The Employer will provide the Union, current personnel and new employees with a copy of the Agreement. The Union will be given the opportunity to present the Agreement to new employees.

#### **SECTION 3. Duration and Amendment of Agreement**

a. This Agreement will become effective upon approval by the Department of Defense (DoD). Such approval will be executed no later than 30 days from the date of signing by the Union and the Employer. If the Agreement is not approved or disapproved within 30 days from the date of signing by the parties, it shall go into effect without the required approval of DoD and shall be binding on the parties subject to provisions of law, regulations and policies of appropriate authorities outside the agency. The Employer and Union agree to renegotiate any findings/violations cited by DoD.

b. The Agreement will remain in effect for a period of 3 years from its effective date. This Agreement will be automatically renewed for 2 additional years unless either party requests renegotiation, no more than 105 days nor less than 60 days, prior to initial expiration date of the Agreement.

c. Specific Articles and/or Sections of the Agreement may be renegotiated at any time during the life of the Agreement provided there is partnership consensus. New issues not reflected in the Agreement may be negotiated at any time at either party's request. The party requesting renegotiation will submit a written request, indicating the specific articles and sections in which changes are sought, to the partnership for interest based negotiation. The partnership will meet to

negotiate the issue as soon as possible but not later than 10 workdays from when the issue was raised.

d. No amendment, supplement or modification of any of the terms of this Agreement shall be binding upon the parties unless the agreement is made and executed in writing and has been approved by the Chief of Staff, the Union President or their designated representatives, and approved by DOD.

e. Negotiation to amend this Agreement may be required by changes in applicable laws, regulations or policies issued by higher headquarters after the date of this Agreement.

#### **SECTION 4. Impasse**

In those cases involving negotiable issues where the Employer and Union are unable to resolve an issue and impasse is reached, the parties are required to seek timely mediation through the Federal Mediation and Conciliation Service. If mediation does not result in agreement, either party may request a binding decision from The Federal Services Impasse Panel. If the negotiated change is based upon a change in law, regulation or policy issued by higher authority, the Employer retains the right to implement the change pending impasse resolution.

#### **SECTION 5. Past Practices**

It is recognized that this Agreement is a "living" document. The fact that certain conditions are not reduced to writing does not eliminate the responsibility of the Employer to meet and confer with the Union. It is further agreed that any working conditions, personnel policies and practices or understandings which have been mutually acceptable to the parties and are not specifically covered by this Agreement shall not be changed prior to negotiation by the Partnership.

#### **SECTION 6. Union Facilities**

a. The Union will be provided a private office space for union business and to discuss issues with employees. The facility will include a table, chairs, lockable file cabinet and phone.

b. The Union will be provided two locked glass enclosed bulletin boards for the exclusive use of the Union. One bulletin board will be provided in a work area in Bay 1 and one bulletin board will be provided in Bay 5. Literature posted or distributed within the installation must not violate any law,

regulation or the security of the installation or contain scurrilous or libelous material. The bulletin boards will be controlled by the Union.

c. One parking space will be provided for the use of the USASAC Vice-President. This space will be provided near the work area of the Vice-President. One additional space will be provided to the Union at the alternate end of the building from where the Vice-President is located.

d. The Union will be allowed to use the Employer's electronic mail system and reproduction equipment to work joint union/management actions.

#### **SECTION 7. Allotments for Payment of Union Dues**

a. Bargaining Unit employees, belonging to the Union, must pay dues via payroll allotment. The Union will inform interested employees about the allotment program.

b. The dues withholding program will be provided by the Employer at no charge to the Union.

c. An employee may initiate action to revoke his allotment at any time by completing and submitting Standard Form 1188, "Revocation of Voluntary Payment of Employee Organization Dues," (or individual substitute) to the Employer. Payroll will discontinue the withholding of dues from the employee's pay effective as follows:

(1) Employees who have been on dues withholding for less than 1 year may cancel their allotment on the beginning of the pay period immediately following their first anniversary date but no sooner.

(2) Employees who have been on dues withholding for more than 1 year may cancel their allotment on the beginning of the pay period immediately following 1 September of any calendar year.

d. The Employer will notify the Union of revocations. Standard Form 1188 will be maintained by the Employer and furnished to an employee on an individual request basis.

e. The Union agrees to notify the Employer, in writing, when an employee ceases to be a member in good standing. The Employer will cancel the allotment effective the next pay period.

## ARTICLE 4

### HOURS OF DUTY

#### SECTION 1. Standard Hours

The standard hours of duty for the activity are 0730-1600 with a minimum 1/2 hour lunch period. Standard lunch period will be 1/2 hour period between 1130-1300.

#### SECTION 2. Alternate Work Schedules

The primary consideration in the application of an Alternate Work Schedule (AWS) tour of duty is to execute USASAC's Security Assistance mission maximizing customer satisfaction and provide employees the opportunity to enhance their quality of life. Each USASAC activity (whether a SDWT, office, branch, division, directorate, etc.) is responsible for maximizing its contribution to these goals. An AWS allows employees to tailor their work and personal schedule affording them the best opportunity to contribute toward achieving these goals. Employer will permit individual employees to establish AWS schedules in accordance with the following:

a. Flex Time. The flex time workday is a minimum 8 1/2 hours consisting of 6 hours of core time which includes 1/2 hour lunch period and 2 1/2 hours of flexible time. The hours from 0630 to 0900 and 1500 to 1730 are designated as flexible hours.

b. Credit Hours.

(1) The basic credit hour work day will be 8 1/2 hours: 8 hours of work with a 1/2 hour lunch.

(2) Credit Bank Hours, with flex time, are available to all USASAC employees. Core hours are 0900 - 1500. Employees may earn and bank 2 credit hours per day for a total work day of 10 hours. The work day can start no sooner than 0630 and end no later than 1730. The work week must be scheduled to total 40 hours of paid time.

(3) Employees will establish a credit bank hour schedule within the following parameters:

(a) Employees in an organizational unit will meet annually (during August, to be effective 1 September) with their supervisor to establish desired work schedules consistent with mission needs. The leave requirements of all employees

should be considered in determining the allocation of the scheduled credit leave, i.e. office must maintain mission capability whether employees schedule annual or credit leave. Priority consideration for schedules within a work unit will be based on service computation date.

(b) Permanent changes to a schedule established in above paragraph will be permitted, consistent with mission accomplishment. However, these changes will not cause other employees to have their schedule changed.

(c) Full days off, whether annual leave, sick leave, credit hours used, administrative leave or holidays will be assessed at 8 hours per day, per employee.

(d) Employee/Supervisor disputes will be resolved in accordance with Article 8, Section 2.

(e) Credit hours may not be earned/worked on any day on which sick leave usage exceeds 1 hour.

c. Supervisors may authorize a 0600 start time, for employees on a flex time or credit hour schedule, only under the following circumstances:

(1) To facilitate mission accomplishment.

(2) To accommodate an employee in a car pool with an installation employee.

(3) To accommodate a medical problem with an employee or a member of an employee's immediate family.

### **SECTION 3. General Provisions.**

a. Starting times, except employees working standard hours, will be declared on 5 minute intervals, i.e., 0630, 0635, 0640, etc., and must be consistent with the declared hours to be worked and the end of tour times of 1500 - 1730.

b. All employees must be at work from 0900 to 1500 except for lunch periods. These hours will be known as the core hours. To reduce sick leave, core time may be flexed for dental and medical appointments provided a corresponding amount of time is worked at the beginning or the end of the day, the supervisor is given prior notice, and critical work is not adversely impacted.



c. The normal 1/2 hour lunch may be flexed daily by up to an additional hour, for a maximum of 1 1/2 hours, provided the supervisor is given prior notice and critical work is not adversely impacted.

d. Employees will sign their weekly time sheets prior to submission to the timekeeper. This signature certifies the accuracy of the time and attendance data reported. Certification shall not ordinarily occur earlier than the last day of the period of certification. Any adjustments subsequent to this certification will be initialed by both the employee and the timekeeper.

e. The Employer will, when possible, schedule all meetings during core hours. The Employer agrees to provide, whenever possible, 24 hours notice when employee's presence is required for a specific period outside core hours.

f. Mission needs may require a change in an employee's schedule. Employees are responsible for changing work hours to meet mission requirements. Employer will make every effort to accommodate employee's needs.

g. General Schedule employees, who are required to work hours beyond their normal schedule, will be given an option: i) overtime (non-exempt employees only), ii) compensatory time or, iii) credit hours.

h. Any day in which it is known that administrative leave will be authorized, i.e. USASAC picnic and Christmas party, is a standard work day (0730-1600) without flex time privileges for those participating.

i. Individual employees may lose flex time or credit bank hour participation privileges when conditions of this section are not met. The first offense will result in the employee receiving a counseling session from the supervisor; the second offense will result in documentation of the problem on an MFR; the third offense will result in loss of flex time or credit bank hour privileges; and the employee will revert to standard hours. Subsequent utilization of AWS privileges will be at the discretion of the supervisor. Serious offenses can result in higher levels of discipline than stated above.

j. Employees, who have not established a specific credit hour schedule within the provisions of Article 4, Section 2.b.(3) above, may on an exception basis earn credit hours. The following conditions must be met to change work hours from

standard or flex time to credit hours for this purpose: i) a mission need must exist to justify changing a schedule and ii) prior supervisory approval.

k. Employees may schedule up to 2 additional hours of work per day - called credit bank hours (for a total of 10 hours per day). Employees may carry up to 24 credit hours over between pay periods for use at a later date. Credit bank hours must be earned before use. Hours can be earned and used in half hour increments. Use of these credit hours in lieu of other leave, i.e., annual or sick leave, will be at the discretion of the employee.

#### **SECTION 4. Overtime/Compensatory Time**

a. The Employer reserves the right to assign overtime/compensatory time. Employees shall not be forced to work overtime/compensatory time against their expressed desires so long as full requirements can reasonably be met by other available qualified employees. In the event requirements cannot otherwise be met, the Employer will direct individual employees to work as required.

b. Assignment of overtime shall be distributed fairly and equitably on a rotating basis to all employees in the lowest organizational element and their particular job rating. First consideration for overtime/compensatory time will be offered to the employee(s) performing the job.

c. An overtime/compensatory time record shall be maintained by the supervisor and may be reviewed by the Union.

d. The provision for overtime pay to General Schedule (GS) employees receiving basic compensation less than the maximum schedule rate of a GS-10 shall be observed. The Employer reserves the right to encourage GS employees to earn and take compensatory time off and/or credit bank hours in lieu of overtime pay. All overtime worked by Wage System (ungraded) employees is compensable only by paid overtime. This provision applies to those positions that are not exempted under the Fair Labor Standards Act.

e. Any employee may request to work compensatory overtime and receive, in lieu of overtime pay, an equal amount of compensatory time off to attend religious observances. The overtime/compensatory time may be worked before or after the period of time off. An employee may not be advanced more than 8 hours of compensatory time. Any advanced compensatory time

off, will be repaid by an equal amount of hours worked within a reasonable amount of time, but no later than four pay periods.

f. Normally, employees will not be permitted to work in excess of 12 hours during any one calendar day (i.e., 0000-2400).

## ARTICLE 5

### LEAVE

#### SECTION 1. Annual Leave

a. Employees shall earn and accrue annual leave in accordance with applicable laws and regulations. Accrual of annual leave is an entitlement of the employee that may not be denied. The taking of annual leave is also an entitlement of the employee, subject to leave being scheduled and approved in accordance with work requirements. While annual leave is earned in hour increments, it may be taken in quarter hour increments (this will be effective as soon as the Labor and Production System is capable of recording quarter-hour increments).

b. When emergencies arise requiring the use of annual leave, leave approval may not be presumed by the employee. Except where circumstances beyond the control of the employee do not permit, the employee must contact the supervisor not later than 0900 to request leave approval.

c. All annual leave which is in excess of the maximum allowable accumulation, normally 240 hours, will be scheduled by the employee and, if mission requirements can be otherwise met, be approved by the supervisor to avoid forfeiture at the end of the leave year. If the leave is denied for mission requirements and there is no opportunity to reschedule the leave, the employee may apply for restoration of the lost leave.

d. The supervisor will approve/disapprove leave requests within 5 working days of receipt. If an employee is already at work and requests annual leave for part of that day, the Employer will approve/disapprove the request within 2 hours of receipt, but not later than the requested departure time. For disapprovals, the Employer will annotate the reason on the SF 71, sign the SF 71 and provide a copy to the employee. When the Employer finds it necessary to cancel previously approved annual leave, the employee will be given a written explanation, upon request, and an opportunity to select an alternate leave period.

e. Every reasonable attempt will be made to satisfy employee leave desires. Denial of annual leave will be based upon reasonable and equitable factors. The supervisor will seriously consider granting annual leave when an employee claims a personal emergency or extreme duress.

## SECTION 2. Sick Leave.

a. Sick leave is a benefit provided by law. Sick leave is accrued in accordance with statute at a rate of 4 hours per 80 hour pay period for full-time employees. Sick leave may be taken in quarter-hour increments (this will be effective as soon as the Labor and Production System is capable of recording quarter-hour increments). Employees are entitled to sick leave, assuming there is sufficient accrued hours and the employer has approved the leave, for the following reasons:

(1) incapacitation for performance of their duties due to illness or injury,

(2) medical or dental appointment,

(3) provision of care for a family member (defined in paragraph c below) as a result of physical or mental illness, injury, pregnancy or childbirth, or medical, dental or optical examination or treatment.

(4) make arrangements necessitated by the death of a family member or attend the funeral of a family member (as defined in paragraph c., below).

b. There is a limit on the amount of sick leave that an employee can use for family care and bereavement (paragraphs a.(3) and a.(4) above) each leave year.

(1) The basic limit for full-time employees is 40 hours. An additional 64 hours can be used if the use of that leave does not cause the amount of sick leave to the employee's credit to fall below 80 hours.

(2) The basic limit for a part-time employee or an employee with an uncommon tour of duty is equal to the average number of hours of work in the employee's scheduled tour of duty each week. Additional sick leave, up to the amount accrued during a leave year, can be used if the use of that leave does not cause the amount of sick leave to the employee's credit to fall below twice the basic limit amount.

c. For purposes of the family care and bereavement leave (paragraph a.(3) and a.(4) above), family member means the following relatives of the employee:

(1) spouse, and spouse's parents;

(2) children, including adopted children and children's spouses;

(3) parents;

(4) brothers and sisters, and their spouses; and

(5) any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

d. Normally, employees shall not be required to furnish a medical certificate to substantiate periods of sick leave unless such leave exceeds 3 consecutive workdays. Periods of absence on sick leave in excess of 3 consecutive workdays will be supported by a medical certificate and will be submitted to the employee's supervisor within 3 workdays following the employee's return to duty.

e. If the personal physician recommends return to duty on a less than full time or full performance basis, the medical certificate must specify when the employee will be able to return on a full time basis and when he will be able to perform the full scope of his duties as specified in the position description or it will not be accepted. Final determination in cases of this nature will rest with the installation Medical Officer or designee.

f. Advances of sick leave are to be limited to deserving cases of serious disability or ailments when, in the opinion of the Employer, such need or necessity is required. Prior to an advance of sick leave, it is required that all available accumulated sick leave and all annual leave that otherwise might be forfeited, be exhausted. The advance of sick leave may never exceed 30 days at any time and there must be reasonable assurance that the employee will return to duty.

g. In individual cases, if there is sufficient reason to believe an employee may be abusing sick leave, the supervisor may notify the employee, in writing, that all future sick leave absences, regardless of duration, must be supported by a medical certificate which is required to be submitted to the supervisor within 3 calendar days of the employee's return to duty. The written notification will specify the reasons for requiring medical certification and will be reviewed at least quarterly. When the employee's record has significantly improved, the requirement will be rescinded in writing. The period to be used for determining sick leave abuse will be the immediate past 12 months from the date of review.

h. When an employee is unable to report at the beginning of the scheduled work shift, for unforeseen reasons, approval of sick leave must be requested by the employee through personal telephone contact with the Employer (supervisor or designated alternate) not later than 0900. In circumstances where the employee is incapacitated or otherwise prevented from making the contact, another individual may contact the employer. Once an employee has been approved for sick leave, the employee is not required to keep notifying the Employer and requesting additional sick leave. An exception is made for extended absences whereby employees are required to notify the office of their current status every week unless the employer authorizes a longer period.

### **SECTION 3. Injuries and Illnesses at Work**

a. Employees who suffer a job related illness or are injured on duty should immediately report the injury/illness to their supervisor.

b. The employee should also report the illness/injury to the installation Health Clinic, although the employee does not have to receive treatment from the clinic. Except for acute injuries, employees must make appointments for any visits to the Health Clinic.

c. After reporting any previously unreported injury/illness to the Health Clinic, the employee must report to the Civilian Personnel Office (CPO), ASCE-KB, to receive Form CA-1 and counseling on Workers' Compensation benefits and the medical documentation required to support the claim.

d. If the employee decides to continue treatment with the Health Clinic, it is his/her responsibility to provide forms SF 558 and DD 689 to CPO no later than the day after treatment.

e. If the employee decides to be treated by his/her primary care physician, the employee must report to CPO before and after every appointment to obtain the return Forms CA-17 and CA-20 to document entitlement to Continuation of Pay (COP). The COP will not be paid until Forms CA-17 and CA-20 are received. Medical Certificates are not acceptable for the payment of COP.

f. An employee injured at work or suffering a job related illness shall not be charged leave while obtaining medical examination or treatment on the same day on which the injury/illness occurred. Any additional examination or treatment in connection with the job related illness or injury shall be

charged to leave or to continuation of pay, at the employee's option, if the examination or treatment is approved by the Office of Federal Employees Compensation.

g. Any employee who is injured or becomes ill at work and is unable to provide their own transportation to receive medical care, will be provided such transportation by the Employer. The Employer is also responsible for transporting employees upon completion of medical treatment to their work area or place of residence, if necessary.

h. An employee returning from a serious illness will be given lighter duties and a reasonable period to catch up if supported by a medical certificate. Medical certificates must contain the estimated date when employee will be able to perform the full scope of job description duties.

i. In cases of sudden illness or other medical emergency incurred during duty hours, employees may be either released from duty on sick leave by the supervisor or may be referred to the installation Health Clinic which shall determine whether the employee is incapacitated for the duty hours remaining in that scheduled workday.

j. When employees are directed to the installation Health Clinic or referred there because of an illness, they shall be carried in a duty status while under observation or examination. However, if they are released from duty by the installation Health Clinic, they shall be charged sick leave (or annual/credit leave if requested by the employee) for the duty hours remaining in their scheduled workday. If the employee is released from duty, and if his/her physical condition permits, the employee will notify the supervisor of that fact and of the time that he/she is departing from the installation Health Clinic. If the employee is unable to do so because of incapacitation, the installation Health Clinic will notify the employee's supervisor accordingly.

#### **SECTION 4. Other Leave.**

a. Employees are encouraged to serve as blood donors. Administrative leave will be charged for the time necessary to donate the blood, for recuperation following blood donation and for necessary travel to and from the donation site. The maximum time an employee may be excused for each donation is 4 hours.

b. The Employer agrees to comply with applicable regulations and recommendations of the Medical Officer or Safety



Officer in granting additional rest periods or early dismissal in situations where high fatigue or physical exertion is required, or where extreme hot or cold weather conditions exist.

c. The Employer reserves the right to make the determination in the granting of administrative leave. The Employer agrees to discuss with the Union and keep the Union informed of decisions.

d. The Family and Medical Leave Act allows an employee to take 12 workweeks of unpaid leave during any 12 month period for the following purposes provided documentation is submitted:

(1) the birth of a son or daughter of the employee and the care of such son or daughter;

(2) the placement of a son or daughter with the employee for adoption or foster care;

(3) the care of a spouse, son, daughter, or parent of the employee who has serious health condition; or

(4) a serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position.

#### **SECTION 5. Holiday Leave.**

a. Employees shall be excused from work to observe lawful holidays. The Employer may require the services of employees on holidays for essential mission work. The Employer recognizes employee's entitlement to receive holiday pay in accordance with appropriate laws. To the maximum extent possible, the Employer will utilize qualified, volunteer employees to work on holidays.

b. When requested, the Employer will approve annual leave for an employee to observe a religious holiday. Employees may elect to work compensatory time in lieu of annual leave for religious observances. (See Article 4, Section 4.e.)

#### **SECTION 6. Emergency Closure**

a. In the interest of the safety and welfare of the employees, the Employer may need to either delay the opening of the workplace, dismiss employees early or close the workplace due to inclement weather conditions or other emergency situations.

b. Employees will be notified of early dismissals either through the chain of command or via the public address system. Employees will be notified of a delayed opening or closure through radio and television announcements, as publicized by Defense Distribution Region East (DDRE). Additionally, employees can obtain delay and closure status by calling the following telephone numbers: 717-558-6410 or 1-800-445-4401.

c. When a duty station is closed all day by the Employer due to an emergency situation, 8 hours of administrative leave will be given to employees assigned to the duty station that day, regardless of their prior leave status. There will be no opportunity for employees to bank time on these days and no credit hours will be given.

d. When there is an authorized delay in the opening of a duty station, administrative leave will be given for the number of hours of the delay to all employees who actually report to work that day. Credit hours are authorized to be worked in accordance with Article 4, Section 2, with administrative leave granted that day being considered as hours worked for credit leave administration purposes.

e. When there is an early release of employees from a duty station, employees who are in a duty status at the time of the release will receive administrative leave equal to 8 hours minus the number of hours already worked that day. If 8 or more hours have already been worked, no administrative leave will be granted. Credit hours will be limited to the number of credit hours already worked at the time of early release.

f. If supervisory personnel exercise their authority to excuse time for amounts less than 1 hour, that time is regarded as production time and is not applicable to the above limitations. Generally this should not be a common occurrence given employees' ability to flex.

## ARTICLE 6

### EMPLOYEE SERVICES

#### SECTION 1. Equal Employment Opportunity

a. The Employer and the Union agree to support Equal Employment Opportunity (EEO) program objectives to provide equal opportunity in employment for all persons, and to prohibit discrimination because of age, handicap, color, religion, race, sex or national origin. An Affirmative Employment Plan will be developed in conjunction with the Union and reviewed on a periodic basis by both Union and Employer to promote the full realization of equal employment opportunity.

b. The Employer and the Union will conduct a continuing campaign to eradicate prejudice or discrimination based upon age, handicap, color, religion, race, sex or national origin from the Employer's personnel policies, practices and working conditions. The Employer agrees to take corrective action to resolve discriminatory practices.

c. Employees who believe they have been discriminated against may submit a complaint to the installation EEO Office. Employees are entitled to be represented by an individual of their choice at any stage of the complaint. The employee's representative will have the right to be at any discussions between the Employer and the complainant and may review any settlement agreement.

d. An employee will be granted a reasonable amount of administrative time during all stages of the complaint process.

#### SECTION 2. Counseling Services

a. Both the Employer and the Union recognize that many human problems can be successfully treated provided they are identified and referral is made to an appropriate treatment resource. The Employer shall support alcohol and drug abuse prevention and control programs and the civilian counseling services.

b. The objectives of the programs:

(1) Increase the efficiency, productivity, effectiveness and quality of life of the workforce.

(2) Reduce absenteeism by the work force through early intervention and prevention of alcohol/drug abuse and other employee problems.

(3) Refer employees with personal, financial, family or emotional problems to appropriate community agencies for proper assistance.

(4) Provide assistance or rehabilitation to the work force.

c. Civilian counseling services are available for all employees. The Employer will provide counseling or referral services to resolve a problem. If rehabilitation is necessary and employee refuses rehabilitation assistance, does not satisfactorily progress in a rehabilitation program, or fails to achieve satisfactory job performance after completion of the rehabilitation program, the Employer may initiate corrective action.

### **SECTION 3. Sexual Harassment**

a. The Employer and the Union agree to provide all employees a work atmosphere free from sexual harassment.

b. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

(1) Submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment or representation by the Union or,

(2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions or for decisions to represent or not represent an employee by the Union or,

(3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

#### **c. Responsibilities:**

(1) The Employer is responsible for its acts and those of its agents, managers and supervisors with respect to sexual harassment unless it can be shown that the Employer took immediate and corrective action. The Union is responsible for

its officers, stewards and national representatives to the same degree as specified for the Employer.

(2) Employees must notify an offending party or person that their verbal or physical conduct is considered offensive and is unwelcome.

d. When it is proven that employment opportunities or benefits have been granted because of an individual's submission to the Employer's sexual advances or requests for sexual favors, other persons who were qualified for but denied that employment opportunity or benefit have the right to exercise one of the options in Section 3.g. below.

e. An employee, supervisor or union official who knowingly brings forth a false allegation of sexual harassment against another employee, group of employees or a supervisor, will be held accountable for such action and appropriate corrective action will be taken.

f. When an allegation of sexual harassment is brought to the attention of management, they will promptly investigate.

(1) To report an allegation of sexual harassment, an employee need not demonstrate resistance to the harassment or that resistance of the harassment caused loss or denial of tangible job benefits.

(2) Where an employee has brought an allegation of sexual harassment to the attention of Employer or the Union, the allegation will be treated as confidential.

g. Filing a Complaint. An employee who believes that he/she has been discriminated against due to sexual harassment may only file one of the following:

(1) A grievance pursuant to this article within 30 workdays following:

(a) The date of the alleged harassment, or

(b) The date upon which the aggrieved became aware of the alleged harassment or situation, or

(c) The date of the employee's final interview with the Equal Employment Opportunity (EEO) counselor, where the EEO Counselor said it was not an EEO Complaint.

(2) A complaint of discrimination.

(3) An appeal to the Merit Systems Protection Board (MSPB) where an action is otherwise appealable to the Board and the employee alleges that the basis for the action was discrimination prohibited by Section 1.

#### **SECTION 4. Anti-violence**

a. The employer and the Union fully support an anti-violence program in USASAC. There will be "zero tolerance" for violent, harassing, or threatening language or behavior in the workplace which harms or instills fear in employees. Zero tolerance means that the Employer will initiate swift and appropriate disciplinary action against employees engaged in violent or criminal acts or using harassing, intimidating, and threatening words or acts against employees or management.

b. The Employer, the Union representative, and the Security Manager will work as a team and practice early intervention to prevent violence. They will recommend or use corrective measures, including counseling or disciplinary action, to protect the workforce.

#### **SECTION 5. Smoking**

Employer agrees to provide a shelter for smokers outside of offices and away from non-smokers. Smokers will not be permitted to smoke within 15 feet of building entrances.

## ARTICLE 7

### Personnel

#### SECTION 1. Promotions

a. The Employer and the Union recognize the need for creating a stable work force and providing maximum opportunity for employee advancement and development in accordance with basic merit promotion principles.

b. The Employer and the Union agree that merit should be the primary qualification in hiring and promotions. However, the principles of affirmative action will be applied in filling positions identified as being of a type that is under-represented by minority employees.

c. The following provisions apply to merit promotions, except for central referrals (e.g., Army Civilian Career Evaluation System (ACCES)):

(1) The evaluation criteria will be uniformly applied to all candidates. Crediting plans will be used in all competitive, permanent promotion actions. Crediting plans will be objective, realistic and designed to identify highly qualified candidates for a specific position. Such plans will continue to be used in rating and ranking of candidates for similar positions until such time as the requirements for the particular position changes to the extent that they are no longer valid.

(2) The area of consideration will be extended when no highly qualified candidates are available or when the referral contains less than three highly qualified candidates and they are not acceptable to the selecting official.

(3) Upon request, USASAC bargaining unit candidates will be advised of the results of their initial rating prior to or concurrent with the release of the Referral and Selection Register. All referred candidates will be notified of their selection/nonselection within 14 calendar days from the effective date of action.

(4) It is incumbent upon the employee to keep informed of current vacancies and to submit timely applications when they are absent due to leave or TDY.

(5) All competitive promotion opportunities shall be advertised through the issuance of a Job Opportunity Announce-

ment (JOA). Announcements will remain open for a minimum of 14 calendar days. The Union shall receive a copy of all JOAs at the time of their posting.

d. Under no circumstance will the effective date of a promotion be delayed more than the beginning of the second pay period after notification of selection by the Civilian Personnel Office.

e. The Employer will provide the Union with an updated copy of the Position Control Document upon request.

f. Employees will be granted a reasonable amount of duty time to make application for jobs for which qualified under the merit promotion program.

g. The Employer agrees to use promotion potential vacancy announcements when warranted to increase the number of highly qualified bargaining unit members.

## **SECTION 2. Details**

a. A detail is a temporary assignment of an employee to a different position for a specified period, with the employee returning to his regular duties at the end of the detail. A position is not "filled" by a detail, as the employee continues to be the incumbent of the position from which detailed.

b. Selection of an employee for detail will be fair and equitable in relation to all employees available for the detail.

c. Requests for details of 30 days or more will be documented and reported on Standard Form 52 by the supervisor to the servicing Personnel Office. Approval will be granted in accordance with the provisions of appropriate Civilian Personnel regulations. A copy of the Standard Form 50 will be furnished to the employee concerned.

d. Details of 10 days or more will be noted on the Employee Record Card, Standard Form 7-B. Whenever an employee has accumulated 30 days experience on short time details to a position in a different job series, the employee will document and the supervisor will certify this information on a Standard Form 172 (Supplemental Experience and Qualifications Statement) for inclusion in the employee's official personnel folder.



e. Where possible, temporary promotions will be effected rather than a detail when known in advance that a temporary assignment to a higher grade will last 30 calendar days or more. In such cases, an employee may be detailed until such time that a qualification determination can be made by the Employer (servicing Personnel Office) to determine eligibility for the promotion. Normally, a qualification determination will be made within 30 calendar days after an employee has been detailed to a higher graded position. Temporary promotions will be made effective no later than the first day of the beginning of a pay period after an "eligible" qualification determination has been made. Temporary promotions exceeding 120 days must be filled competitively.

f. The Employer agrees that under normal circumstances employees will be assigned to work which is reasonably related to their positions and qualifications.

### **SECTION 3. Training and Employee Development**

a. The Employer and the Union agree that the training and development of bargaining unit employees is a matter of primary importance. Both parties agree to encourage actions to insure equal opportunity for all employees to participate in training and development programs.

b. Employees and the Employer will jointly identify and document training requirements on the Individual Development Plan (IDP). The Employer will combine all training requirements identified on the IDPs with courses vital to the Command, apply Army and DISAM school allocations, apply available resources consistent with Command and individual training priorities, and publish an annual Command Training Plan.

c. When advance knowledge of the impact of pending major changes in function, organization and mission is available, the Employer will plan for the maximum retraining of the employees involved.

d. The Employer will provide the maximum opportunity to employees to enhance their skills through on-the-job training, work study programs and other training measures so that they may perform at their highest potential and advance in accordance with their abilities.

e. Employees selected for bridge and target positions will be given formal and on-the-job training at government expense.

f. Employees will be provided opportunities for formal and on-the-job training based on availability of resources. First priority will be training required by regulation or law and/or training that will correct adverse impacts to mission accomplishments. Second priority is training to improve performance on the position held. Third priority is training for career enhancement. No training will be paid for when the only reason for training is to obtain a degree or certification. When training will substantially enhance a person's chances for promotion, competitive procedures will be used to select trainees.

g. The Union and the Employer recognize the value of self-development activities conducted by employees during non-duty time. To encourage employee self-development, the Employer agrees to process/fund (as priority one requests) self-developmental activities that are documented on the IDP and are job related.

#### **SECTION 4. Performance Appraisals**

a. Performance appraisals will be managed in accordance with the requirements of the Total Army Performance Evaluation System (TAPES). Bargaining unit employees will be evaluated against the Performance Standards of Technical Competence, Adaptability/Initiative, Working Relations/Communications, and Responsibility/Dependability. In addition, employees' positive adherence to Personal Values and Army Ethics will be noted.

b. Senior System employees, in conjunction with their supervisor, will develop meaningful objectives to be accomplished during the rating period. The Union, upon request, may review and comment on the substance of these performance objectives.

c. The supervisor will, within the first 30 days of each rating period, meet with each employee individually. This initial discussion should include what the work unit is doing, what the ratee is expected to do, what the ratee would like to do now and in the future (and what help or training is needed), and what the DA values mean and what types of action show support of those values.

d. As a minimum, at least one mid-term discussion/rating will be completed. The annual rating, except where postponements are by special circumstances permitted by regulation and approved by the Employer, will be completed within 45 calendar days after the end of their rating period. Employees will be informed of approved postponements immediately.

e. As required by regulation, special and interim appraisals will be completed upon departure of Supervisor or employee or upon termination of a more than 120 day temporary assignment to an established position. The appraisals should be completed during the last week of assignment.

f. As soon as an employee fails to perform at a level described by standards and documented expectations:

(1) Written notification will be provided to the employee.

(2) Actions needed for improvement of performance will be identified in writing.

(3) Employer assistance, such as counseling, training, and more intensive supervision, will be offered the employee to improve performance.

(4) A reasonable amount of time (i.e., not less than 90 calendar days) will be granted for improving performance. The annual rating may be postponed, if required, to allow for this action.

g. Bargaining unit employees will be given 30 calendar days notice of any proposed adverse action resulting from an Unsatisfactory Performance Rating. The Employer will inform the employee of his/her right to grieve in accordance with Article 8, Section 2.

## **SECTION 5. Personnel Record Systems**

a. The Employer agrees to establish and maintain only those personnel record systems that are authorized by law and regulation and, furthermore, that the maintenance of such systems will be in full compliance with both the Privacy Act and Freedom of Information Act.

b. Employees and their representative (who must be designated in writing by the employee) may, upon request, inspect all documents appearing in the employee's official personnel folder (commonly referred to as the "201 File") and/or any other such documents restricted by law or regulations. Under no circumstances will the Employer release information contained in personnel records to third parties except as prescribed by law or regulations. Personnel records may be reviewed by, or used to furnish information to supervisors and operating officials who are considering employees for promotion or other assignments, or for other

official purposes in performing personnel management responsibilities. In any event, only those persons designated by applicable regulations will be allowed access to an employee's "201 File" on a need-to-know basis. Items removed from the "201 File" will be returned to the employee for their personal records.

c. Personnel record systems maintained by the Employer will not contain material which may have an adverse effect on an employee unless the affected employee has been made aware of the presence of such material. Employees will be provided a copy of all derogatory information placed in their official personnel folder, with the exception of information which may be restricted by law or regulation.

d. The Employer will maintain an Employee Record Card (Standard Form 7B). Entries to the card of a derogatory nature will not be made. If derogatory records are required, the information will be put into a Memorandum for Record (MFR) and both the supervisor and the employee will initial and date the MFR attesting only to the fact of entry. The MFR will be attached to the 7B Card. The only entry on the 7B Card will be that an MFR was prepared, and the date. If the employee refuses to initial this entry, the supervisor may have a witness to each entry. When no longer appropriate, entries of a derogatory nature will be reviewed and removed.

## **SECTION 6. Reduction-In-Force/Transfer of Function**

a. Reduction-in-Force (RIF) and Transfer of Function (TOF) actions will be handled in accordance with appropriate regulatory guidance.

b. The Employer shall:

(1) Involve the Union in the development of any reorganization plan which may result in a RIF/TOF of bargaining unit employees.

(2) Inform all employees as fully and as early as practicable in accordance with regulatory guidelines regarding the implementation of changes which may result in a RIF/TOF.

(3) Request a representative from the Office of Employment Security and Civilian Personnel Office brief employees identified for separation due to RIF/TOF, regarding their rights under the Unemployment Compensation Program for Federal Employees as well as applicability of special programs available for priority placement, retraining, etc.

c. An employee who received a RIF notice may review the applicable retention registers. When reviewing the registers, the employee may be accompanied by a Union Representative who will be granted a reasonable amount of official time to review the registers and to counsel and assist employees.

d. During implementation of RIF/TOF procedures, the Employer shall provide the Union with up-to-date pertinent information and shall keep the Union informed of all pertinent changes.

## **SECTION 7. Position Classification Appeals**

a. The employee officially assigned to a position is the only employee who can request a review of the title, series or grade of that position.

b. An employee has the right to be helped in preparing or presenting an oral classification complaint or written position classification appeal by a representative of his/her choosing. The representative may not be a member of the servicing Civilian Personnel Office or a supervisor/manager in the employee's chain of command.

c. An employee is encouraged to make an oral complaint before filing an appeal. Any oral classification complaint should be presented to the immediate supervisor. The Employer will discuss the matter with the employee and explain the basis on which the position was evaluated. The Civilian Personnel Office will assist as needed. If the employee is satisfied, no further action need be taken. If a change in pay category, title, series or grade is necessary, the change will be made promptly. The case will then be considered closed. If the employee is not satisfied, an appeal in writing may be submitted.

d. Classification appeal procedures are described in Title 5 of the Code of Federal Regulations (CFR). While GS employees can appeal directly to the Office of Personnel Management, GS employees are encouraged and WG employees must appeal through the Civilian Personnel Office and the DOD Defense Civilian Personnel Management Office. Formal appeals are elevated through the appeal chain until either the claimant is satisfied, or until the OPM makes a final determination. The following must be included or attached to all formal appeals:

- (1) Name, mailing address and office telephone number.

(2) Position pay plan, occupational series, grade and title.

(3) Employing component and the position's location within the component.

(4) Installation name, mailing address and division/branch/office name and symbol.

(5) A statement that your official position description reflects your assigned duties, and that you disagree with the title, series and/or grade of the position.

(6) A copy of the position description and the reasons why you believe the classification is in error.

(7) The name, address and telephone number of your representative, if any.

e. Matters excluded from position classification appeal procedures are:

(1) Accuracy of job description.

(2) Position classification standards and job grading standards, Army classification guidance or wage schedules and rates.

(3) Classification appeals of a position to which detailed or temporarily promoted.

## ARTICLE 8

### DISCIPLINE/GRIEVANCE RESOLUTION PROCESS

#### SECTION 1. Disciplinary Action

a. Purpose. Disciplinary action is taken to correct conduct problems. Both the Union and Employer support the elimination of conduct problems because they are detrimental to the workforce, mission and the "Good Government" standard. Employees may be counselled about disciplinary problems and provided an opportunity to correct their behavior before significant disciplinary action is taken.

b. Disciplinary process.

(1) Union representation. Prior to taking disciplinary action, the supervisor will notify a Union official about the proposed action. A Union official may be present at any meeting with the employee about the disciplinary situation.

(2) Employee Notice. Proposed disciplinary action requires supervisory notification to the employee. The CPO (MER) should be consulted prior to official employee notification.

(3) Disciplinary action grievance. The employee may grieve the disciplinary action within 30 workdays.

(4) Disciplinary action arbitration. Only the Union President or Chief of Staff or designees may seek arbitration regarding a disciplinary action.

(5) Privacy of disciplinary action and records. Employees will be privately counselled by their supervisor concerning discipline. A Union official and a supervisor's witness may be present at any meeting if desired by either party. Conversations and written documentation will be made known only to those having a need to know.

#### SECTION 2. Problem/Grievance Resolution

a. Problem/grievance resolution process

(1) Objective. Workplace problems must be resolved efficiently and effectively. Festering problems, poor resolutions or lengthy bureaucratic processes result in poor morale, add unnecessary stress and inhibit team work and quality mission performance. Problem resolution is everyone's

responsibility. The Union and the Employer agree to promote and support the development of problem solving skill building and constructive grievance resolution carried out in an atmosphere of trust and respect.

(2) What can be grieved. Not all problem issues can be resolved through the grievance resolution process. Issues that are reserved by law as being exclusively determined by the Employer can not be grieved and are addressed through the chain-of-command. A list of issues that can not be grieved is in the Glossary section. Other issues involving conditions of employment or impact and implementation of changes in the workplace can be grieved using the process below. Grievable issues which involve discrimination should be addressed through EEO channels.

(3) Grievance issue resolution process.

(a) Phase 1. As a first phase, employees must attempt to informally resolve issues with the first and second level supervisors within 30 work days. The employee or the supervisor may request Union representation in this process. All parties will work together to help ensure that reasonable efforts are made to informally resolve conflict issues.

(b) Phase 2. Formal Grievance Process. After a thorough and good faith effort has been made to informally resolve the issue, the grievant must initiate the formal grievance process within 30 workdays of the alleged incident, as described below:

1. Step 1. The grievant will notify a Union Steward about the grievance and indicate to the steward if Union assistance is sought. The steward will provide the grievant with a Grievance Form to use and assist the grievant if desired. The grievant will notify the supervisor in writing using the grievance form to initiate grievance action. In the form, the grievant will explain the issue of concern and propose a remedy to the immediate supervisor. The supervisor, the grievant and the Union steward will attempt to resolve the grievance using Alternative Dispute Resolution (ADR) techniques. If unable to resolve the grievance within 10 workdays, the grievant may exercise Step 2, below.

2. Step 2. The grievant, supervisor and Union steward will meet with the second level supervisor who will assist the parties in finding an agreeable solution to the grievance. A neutral, third party facilitator from within



USASAC will be brought in at this stage and apply ADR/IBN techniques with the parties to attempt grievance resolution. If unable to resolve the grievance within 10 workdays, the grievant may exercise Step 3, below.

3. Step 3. The grievant will submit the Grievance Form with any additional documentation to the Partnership Council. The council will review the grievance documentation and, as appropriate, interview the parties, conduct investigation, negotiate using ADR/IBN techniques and, based on this review, recommend grievance resolution to the grievant's third level manager within 10 workdays.

4. Step 4. After receiving the recommendation from the council, the third level manager will examine the Grievance Form and other documentation, conduct appropriate investigation and make a written determination to the grievant within 10 workdays. The manager's response will be based on "Good Government" objectives and the best interests of USASAC and the grievant. The third level manager's proposed resolution concludes the grievance process. However, if the grievant does not agree with the solution, the grievant may seek resolution within 30 days of receiving the third level manager's determination per the grievance appeal process below.

b. Grievance appeal. After completing the formal grievance process in steps 1-4 above, the grievant and/or Union may seek resolution of the grievance through higher chain-of-command or other appropriate appeal channels. Appeal channels differ depending on the issue or situation. The Union and Civilian Personnel Office (MER) can provide advice on grievance appeal on a case by case basis. When appeal is sought, both the Union and Employer must be notified and both parties will make good faith efforts to ensure that appeal rights are complied with.

c. Arbitration/Unfair Labor Practice (ULP). Grievants cannot directly appeal their grievances for arbitration or as a ULP. Based on merit, the Union President or Chief of Staff or designee may seek grievance resolution by submitting a formal arbitration request or ULP through CPO (MER).

d. Grievance Process Administration

(1) Conduct. Participants in the grievance process will exercise professional conduct and behavior conducive to grievance resolution. Inappropriate conduct or an uncooperative attitude indicates a lack of interest in

seeking resolution and is detrimental to the grievance process.

(2) Union representation. The Union may represent its own interests and be party to the grievance even if the grievant does not want to be represented.

(3) Time limits. Each step of the formal grievance process should generally be completed in 10 workdays. Employees are authorized a reasonable amount of time to prepare and participate in the grievance process. No more than 20 hours per step is recommended as a guideline. If the 10 work day time limit is exceeded without mutual consent of the parties, grievance action will proceed to the next step.

(4) Arbitration. As mentioned in l.c. above, a request for arbitration stemming from a grievance issue can be submitted only by the Union President or Chief of Staff or designees in writing through the CPO. Parties will provide full cooperation and support to the arbitration process and decision. Parties agree that policies and regulations of organizations external to USASAC are not subject to change by arbitration. Also, this agreement can not be modified in any way by an arbitrator's decision. The Union and the Employer agree to accept the decision of the arbitrator and share all appropriate arbitrator expenses. Selection of an arbitrator will be by mutual consent from a list of arbitrator names provided or, if in disagreement, be chosen by random drawing.

(5) Unfair Labor Practice. A ULP stemming from a grievance issue can only be submitted by the Union President or Chief of Staff or designees.

(6) Information Privacy. Information pertaining to a grievance is protected by the Privacy Act and will be treated with sensitivity.

(7) ADR-IBN orientation and training. The Employer and Union, through the Partnership Council, will provide orientation concerning ADR-IBN processes for all employees and supervisors, and arrange for IBN facilitator training as soon as possible. Until facilitators are trained, council members with IBN training will facilitate grievance resolution.

## ARTICLE 9

### SAFETY AND HEALTH

The Employer shall provide a safe and healthful work place for all employees complying with all laws and regulations. The Union agrees to support the Employer's health and safety objectives. Employees are encouraged to report any unsafe conditions. The Employer, after conferring with the Union, will take immediate steps to identify/confirm and correct unsafe conditions. Final decisions relative to unsafe conditions will be made by the Employer. Employees are responsible for personal safety and are obligated to follow safety rules and practices.

## ARTICLE 10

### DRESS CODE

1. All employees are expected to wear clean and neat office attire in the workplace. In special situations, modification of office attire is permitted i.e., cleaning, manual work or dress down days.

2. Inappropriate attire will be identified by employees and supervisors. If, after proper counselling, an employee continues to ignore this dress code, disciplinary actions may be taken.

3. It is recognized by both the Employer and the Union that office clothing styles change and office culture changes. Therefore, the Employer and the Union agree to review this dress code as conditions warrant. The Employer and the Union will insure that the dress code is not unduly restrictive and conforms to acceptable business attire.

## ARTICLE 11

### SELF-DIRECTED WORK TEAMS

1. The Union and the Employer endorse the implementation of Self-Directed Work Teams (SDWTs). It is recognized that the implementation will drastically change many of the traditional roles and responsibilities expected of both the bargaining unit employees and management. As the teams mature, selected traditional management responsibilities will be transferred from management to the teams. Transfer of these responsibilities will in no way reduce or inhibit the management rights specified in Title 5, USC 7106(a). This transfer of responsibilities will be phased over a several year period and will be based on the team acquiring new skills and knowledge. The transfer will be monitored by the Employer, Union and the teams. It is recognized that this transfer may cause some uneasiness among all parties, and that it will take time to fully implement the SDWT concept. As such, patience will be necessary as the transition is made.

2. It is recognized that teams may not progress at the same rate, nor approach a problem or process the same way. The overall concept, while revolutionary in many ways, will be implemented in an evolutionary manner. Some of the initial concepts may be changed as teams evolve, as ideas that work are adopted, and ideas that do not work are discarded. As the evolution takes place, employee complaints or disputes involving SDWT issues that cannot be resolved within a team should be addressed by the SDWT Network. Issues not resolved by the Network may be addressed through the problem resolution process explained in Article 8 of this agreement.

3. Per the initial SDWT Concept Plan, the responsibilities to be transferred to the teams include the following:

a. Appraisal Input. A system for collecting peer, and potentially customer, input to team member appraisals will be instituted. Details of the system will be developed and testing accomplished prior to actual implementation.

b. Goal Setting and Process Measurements. Teams will be responsible for measuring their own performance against macro and micro level process measures. Goals for improving performance will be established by the teams and management. The team goals should be aligned with organizational goals for those processes for which each team is directly responsible and accountable.

c. Workload Distribution Within Team. It is incumbent upon each team member to understand what work must be accomplished and work as a team to ensure that backlog, routine work and high visibility assignments are identified and prioritized. Team members are expected to work vertically and horizontally to ensure that work is accomplished and that it is evenly distributed within the team. Teams should notify management about work assignments that cannot be accomplished with current resources. Likewise, teams should recognize and support the movement elsewhere of team members to support another team or project.

d. Teams will have authority to reorganize office layouts to optimize work flow, coordinating outside administrative support if needed and coordinating with the Union and management.

e. Work Hours. The SDWTs will become responsible for recommending the work schedule of individual team members to ensure that the office is staffed to support mission requirements. Guidelines for establishing Hours of Work can be found in Article 4.

f. Budget Input. The teams will be expected to provide budget inputs for elements such as training, travel, overtime, and awards.

g. Functional Cross-Training. Cross-training is an ongoing effort within many teams, but is expected to increase with the implementation of SDWTs. It will be important for all team members to learn other team members' responsibilities vertically and horizontally, so coverage can be provided during absences of fellow team members. Cross-training with internal and external customers will also be important to process improvement efforts.

h. Leave Approval. Team members will be expected to recommend a leave schedule for the team which provides coverage to accomplish minimal essential mission requirements. As the teams mature, the responsibility for monitoring leave will be transferred to the team.

i. Personnel Selections. Teams will eventually make recommended selections to fill team vacancies. Initially, team members will participate on selection panels with management officials. After teams receive Equal Employment Opportunity and Affirmative Action program training and are rated on team performance, they will make a recommended selection.

j. Overtime Approval. Teams will recommend overtime within the confines of budget authority.

k. Award Approval and Distribution. Over time, teams will become involved in the award process. Teams will recommend distribution of awards within the team.

l. Signature Authority. Action officers and technicians will be delegated authorization to sign team correspondence for which they are responsible.

## APPENDIX A

### GLOSSARY

ALTERNATIVE DISPUTE RESOLUTION TECHNIQUES - Non-adversarial methods used to resolve issues and problems to include Interest Based Negotiation and Mediation.

ARBITRATION - A method of resolving a grievance issue on which labor/management can not agree. A third party (arbitrator) determines how the contract should be interpreted and applied with regard to the issue.

BARGAINING UNIT MEMBER - Any non-supervisory employee.

CONSENSUS DECISION - One about which each group member can honestly say: *I believe that you understand my point of view and that I understand yours. Whether or not I prefer this decision I support it because ... It was reached fairly and openly. It is the best solution for us at this time.*

EXCLUSIVE REPRESENTATIVE - The Union is designated as sole representative of bargaining unit employees, whether they are Union members or not, for labor/management issues.

EXECUTIVE ORDER 12871 - The President's Executive Order (EO) establishing the Labor Management Partnership and mandating its implementation. The intent of the EO is to promote the principles and recommendations adapted as a result of the National Performance Review.

GRIEVANCE - The method used to resolve a perceived injustice or problem in the workplace.

GRIEVANCE EXCLUSIONS - The following issues are excluded from grievance processing (Employees should seek resolution through their chain-of-command or CPO/EEO representatives:

- Matters relating to prohibited political activities.
- A suspension or removal in the interest of National Security.
- Retirement, life or health insurance.
- Classification of a position that does not result in reduction in pay or grade of an employee.
- Any examination, certification or appointment.
- Suspensions of 15 calendar days or more, removals , demotions for cause and furloughs of 30 days or more.



## GLOSSARY (Continued)

-- Retention of salaries of employees demoted without personal cause, not at their own request, and not in a Reduction-In-Force (RIF) due to lack of funds or curtailment of work.

-- Removal or reduction in grade or pay when an employee has failed to perform one or more performance objectives.

-- Violations of reemployment priority rights where appellant is not a member of the unit.

-- Reemployment rights following details or transfers to international organizations where appellant is not member of the unit.

-- Separation during first year of employment probationary period for pre-employment reasons.

-- Any matter concerning the interpretation or application of policies or procedures as stated in AMC, DA, DLA, OPM or DoD regulations or guidance, or that of other governing agencies including any supplements or changes made by those organizations.

-- Separation from or termination of a temporary or intermittent appointment, on or before the expiration date of the appointment, including "for cause", separations and terminations.

-- Non-selection from a group of properly ranked and certified candidates, including from a career program referral list.

-- Any matter initiated by a bargaining unit member involving an allegation of "mismanagement" on the part of employer officials which both impacts on more than one bargaining unit member and does not fall under the purview of Section 7116 of the Civil Service Reform Act of 1978.

-- Issues stemming from reduction in force action.

-- Complaints of any form of discrimination (based on race, color, handicap, religion, sex, national origin, and age) not based on an otherwise grievable issue. When discrimination is perceived as factor in an otherwise grievable issue, it should be referred by the grievant to the EEO Officer for resolution.

IMPACT & IMPLEMENTATION BARGAINING - The Employer will meet, confer, discuss and, if appropriate within law and regulations, negotiate with the Union the implementation of changes to policies, practices and procedures that impact upon negotiable issues. This practice is commonly referred to as Impact and Implementation bargaining.

IMPASSE - Exists when Labor/Management can not come to agreement on negotiable issues.

## GLOSSARY (Continued)

INTEREST BASED NEGOTIATION (IBN) - One of the ADR techniques. It is a problem-solving process conducted in a principled way that creates effective solutions while improving relationships.

MEDIATION - Intervention into a dispute or negotiation of an acceptable, impartial and neutral third party, who has no decision-making authority. Objective - assist parties to voluntarily reach an acceptable resolution of issues in dispute.

NEGOTIATION - A meeting, by Union and Employer, to discuss and reach agreement through good faith efforts.

PARTNERSHIP - An alternative approach to Labor and Management Relations that is based on mutual respect, trust, sharing of information, and joint participation in business decision making by Union and Employer. Both parties strive in partnership to represent the interests of the workforce and mission accomplishment in implementing the "good government standard."

PARTNERSHIP COUNCIL - A chartered Council of Union representatives appointed by the Union President and Employer representatives appointed by the Chief of Staff to work together to discuss, recommend, negotiate and craft resolutions to labor issues for the Union and Employer. The Council is responsible for negotiation and stewardship of the Labor Management Partnership Agreement, grievance resolution recommendations, Alternate Dispute Resolution orientation and training, and assistance to the Union and Employer to implement the objectives of Executive Order 12871.

PAST PRACTICES - Rules or ways of doing things that are agreed to by both Union and Employer but not put in writing. These require an established pattern of behavior: Clear and consistent; Long-standing; Known about and accepted by both parties and; consistent with applicable law, regulations and contract provisions.

SDWT NETWORK - A group consisting of a representative from each SDWT which meets periodically to share lessons learned and to discuss/resolve team related issues.

UNFAIR LABOR PRACTICE (ULP) - A charge by Union or Employer to Federal Labor Relations Authority (FLRA) that there has been a violation of Labor Law.

## GLOSSARY (Continued)

UNION NOTIFICATION REQUIREMENTS - Two requirements exist: first, notification to the Union must be made prior to any general notification to all employees and second, the Union must be notified of *what* management intends to do and *when* it intends to do it *reasonabl• in advance* of the intended change (See Impact and Implementation Bargaining).

UNION OFFICIALS - Official representatives of the Union are designated to the Employer by the Union President and include the Union Vice President, Stewards and Partnership Council Representatives.

UNION STEWARD - Union official appointed by the Union President who represents employees and works with the employee and employer to resolve labor issues.

## INDEX

<u>Subject</u>	<u>Page(s)</u>
Administrative Leave . . . . .	4-2, 4-3, 5-5, 5-6
Alcohol Abuse	
See Counseling Services . . . . .	6-1, 6-2
Alternate Work Schedule . . . . .	4-1 to 4-4
Alternative Dispute Resolution . . . . .	8-2, 8-5, A-1
Annual Leave . . . . .	4-2, 5-1
Appeals	
Disciplinary Appeals . . . . .	8-1
Grievance Appeals . . . . .	8-3
Position Classification Appeals . . . . .	7-7 to 7-9
Appraisals . . . . .	7-4 to 7-5, 11-1
Arbitration . . . . .	8-1, 8-3, 8-4, A-1
Bargaining Unit . . . . .	2-4, A-1
Bereavement Leave . . . . .	5-2
Blood Donation . . . . .	5-5
Compensatory Time . . . . .	4-3, 4-4 to 4-5
Core Hours . . . . .	4-1, 4-2, 4-3
Counseling Services . . . . .	6-1, 6-2
Credit Hours . . . . .	4-1 to 4-4
Details . . . . .	7-2, 7-3
Discipline	
Arbitration . . . . .	8-1
Process . . . . .	8-1
Dress Code . . . . .	10-1
Drug Abuse	
See Counseling Services . . . . .	6-2
Emergency Closure . . . . .	5-7
Employee Record Card . . . . .	7-6
Equal Employment Opportunity . . . . .	6-1, A-2
Exclusive Representative . . . . .	1-1, 2-3, A-1
Executive Order 12871 . . . . .	2-4, A-1
Family Care Leave . . . . .	5-2, 5-5 to 5-6
Family and Medical Leave Act . . . . .	5-5 to 5-6
Flex Time . . . . .	4-1
Funeral Leave . . . . .	5-2
Good Government Standard . . . . .	2
Grievance . . . . .	6-3, 8-1 to 8-5, A-1
Arbitration . . . . .	8-3, 8-4
Appeals . . . . .	8-3
Grievable Issues . . . . .	8-2
Nongrievable Issues . . . . .	8-2, A-1 to A-2
Timeframe . . . . .	8-2, 8-4
Holiday Leave . . . . .	4-2, 5-6
Hours of Duty	
Alternate Work Schedule . . . . .	4-1 to 4-4
Compensatory Time . . . . .	4-3, 4-4 to 4-5

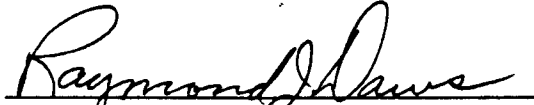
Core Hours . . . . .	4-1, 4-2, 4-3
Credit Hours . . . . .	4-1 to 4-4
Flex Time . . . . .	4-1
Lunch Period . . . . .	4-1, 4-3
Overtime . . . . .	4-3, 4-4 to 4-5, 11-3
Standard Hours . . . . .	4-1
Standard Schedule . . . . .	4-1 to 4-2, 11-2
Starting Times . . . . .	4-1, 4-2
Impact and Implementation Bargaining . . . . .	2-2, A-2
Impasse . . . . .	3-2, A-2
Interest Based Negotiation . . . . .	A-3
Labor/Management Partnership Agreement . . . . .	1
Duration of Agreement . . . . .	3-1
Publicizing the Agreement . . . . .	3-1
Leave	
Administrative Leave . . . . .	4-2, 4-3, 5-5, 5-6
Annual Leave . . . . .	4-2, 5-1
Approval . . . . .	11-2
Bereavement Leave . . . . .	5-2
Blood Donations . . . . .	5-5
Compensatory Time . . . . .	4-4
Credit Leave . . . . .	4-2
Family Care Leave . . . . .	5-2, 5-6
Family and Medical Leave Act . . . . .	5-5 to 5-6
Holiday Leave . . . . .	4-2, 5-6
Religious Observance . . . . .	4-5, 5-6
Sick Leave . . . . .	4-2, 5-2 to 5-5
Abuse . . . . .	5-4
Illness at Work . . . . .	5-3, 5-4
Light Duty . . . . .	5-4
Medical Certification . . . . .	5-3, 5-4
Supervisory Notification . . . . .	5-4
Lunch Period . . . . .	4-1
See also Flex Time . . . . .	4-1
Mediation . . . . .	1-2
Medical Certification . . . . .	5-3, 5-4
Negotiable Issues . . . . .	2-1, 2-2
Notification Requirements . . . . .	A-4
Overtime . . . . .	4-3, 4-4 to 4-5
Partnership . . . . .	1, A-3
Partnership Council . . . . .	A-3
Partnership Principles . . . . .	1
Partnership Vision . . . . .	1
Past Practices . . . . .	3-2, A-3
Performance Appraisals . . . . .	7-4 to 7-5, 11-1
Personnel Records . . . . .	7-5 to 7-6, 8-1, 8-4
Position Classifications . . . . .	7-7
Position Classification Appeals . . . . .	7-7 to 7-8

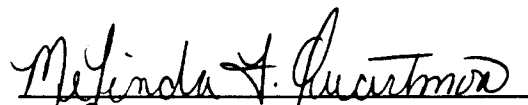
Promotions . . . . .	7-1 to 7-2, 7-3
Temporary Promotions . . . . .	7-3
Reduction-in-Force . . . . .	7-6 to 7-7
Rights	
Employee Rights . . . . .	2-1
Employer Rights . . . . .	2-1 to 2-2
Union Rights . . . . .	2-3 to 2-4, 3-2 to 3-3
Safety . . . . .	9-1
Self-Directed Work Teams . . . . .	11-1 to 11-3
Sexual Harassment . . . . .	6-2 to 6-4
Sick Leave . . . . .	4-2, 5-2 to 5-5
Abuse . . . . .	5-4
Illness at Work . . . . .	5-4, 5-5
Light Duty . . . . .	5-4
Medical Certification . . . . .	5-3, 5-4
Supervisory Notification . . . . .	5-4
Smoking . . . . .	6-4
Standard Work Hours . . . . .	4-1
Temporary Promotions . . . . .	7-3
Training . . . . .	7-3 to 7-4, 11-2
Transfer of Function . . . . .	7-6 to 7-7
Unfair Labor Practice . . . . .	8-3 to 8-4, A-3
Union	
Designation . . . . .	1, 1-1
Dues . . . . .	2-4, 3-3 to 3-4
Facilities . . . . .	3-2
Officials . . . . .	2-5, A-4
Parking . . . . .	3-3
Representation . . . . .	2-4 to 2-5, 8-1, 8-4
Rights . . . . .	2-2 to 2-3, 3-2 to 3-3
Violence in the Workplace . . . . .	6-4
Weather Dismissal . . . . .	5-6
Workers' Compensation . . . . .	5-3 to 5-4

U.S. ARMY SECURITY ASSISTANCE COMMAND

PARTNERSHIP NEGOTIATION COMMITTEE

This Agreement is executed by the parties as of 19 April 1996.

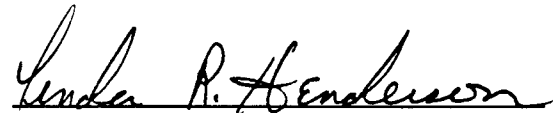
  
RAYMOND J. DAWS  
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GREGORY J. MYERS  
Partnership Member


  
DONNA L. SEIDERS  
Partnership Member

  
ROBERT R. GOODENOW  
Partnership Member

  
LINDA R. HENDERSON  
Partnership Member

SIGNED BY:

  
MICHAEL S. DAVISON, JR.  
Major General, USA  
Commanding

  
DON FIELDS  
President  
AFGE Local No. 2004

29 April 1996  
Effective Date



DEPARTMENT OF DEFENSE  
CIVILIAN PERSONNEL MANAGEMENT SERVICE  
1400 KEY BOULEVARD  
ARLINGTON, VA 22209-5144

APR 29 1996

MEMORANDUM FOR COMMANDER, U.S. ARMY SECURITY ASSISTANCE  
COMMAND. ATTN: ASCE-K, DEFENSE DISTRIBUTION  
REGION EAST, ADMINISTRATIVE SUPPORT CENTER  
EAST, NEW CUMBERLAND, PA 17070-5001

SUBJECT: Negotiated Agreement Between the U.S. Army Security Assistance  
Command and the American Federation of Government Employees,  
Local 2004

The subject agreement, as forwarded by your letter of April 22, 1996, has been reviewed. The agreement is approved this date.

The approval of this agreement does not constitute a waiver of or exception to any existing law, rule, regulation, or published policy.

Copies of the approved agreement should be forwarded as follows:

a. Defense Civilian Personnel Management Service (DCPMS), Field Advisory Services Division, Labor Relations Branch, 1400 Key Boulevard, Suite B-200, Arlington, VA 22209-5144 - two copies and one copy of OPM Form 913-B.

b. Assistant Secretary of the Army (Manpower and Reserve Affairs), ATTN: SAMR-CP-LR (Mr. David Helmer), 111 Army - Pentagon, Washington, D.C. 20310-0111 - one copy.

This action is taken under authority delegated by DoD 1400.25-M, Civilian Personnel Management (CPM) Manual, Subchapter 711, Labor Management Relations. This agreement is to be annotated to indicate: Approved by the Department of Defense on **APR 29 1996**

Congratulations on the successful negotiation of an agreement. If there are any questions concerning this matter, Neil Glenicki may be reached on (703) 696-6301 or DSN 426-6301 (select #3 for Labor Relations and then enter extension 423).



A copy of this letter has been served on the labor organization which is a party to this agreement on **APR 29 1996**



**JOHN C. MOSELEY**  
Chief, Field Advisory Services Division

Copy to:

Mr. Don Fields  
President, AFGE, Local 2004  
Defense Distribution Region East  
Administrative Support Center East, Bldg. 260  
New Cumberland, PA 17070-5001

Assistant Secretary of the Army  
(Manpower and Reserve Affairs)  
Attn: SAMR-CP-LR (Mr. David Helmer)  
111 Army - Pentagon  
Washington, D.C. 20310-0111

OUSD (P&R)(CPP) (Mr. Thomas F. Garnett, Jr.)